

§ 1214.107

delays. Such delays will normally be requested just prior to launch. Except for potential optional service charges, delays up to 72 hours can normally be accommodated at no charge. This 72-hour period is shared by all customers on a particular flight. The basis of proration will be established in the launch agreement. Delays beyond 72 hours will require NASA's approval and will result in an additional charge as established in the launch agreement.

§ 1214.107 Postponement.

(a) Provisions of this paragraph apply to postponements requested or caused by the customer.

(b) A customer postponing the flight of a payload will pay a postponement fee to NASA. The fee will be computed as a percentage of the customer's Shuttle standard flight price and will be based on the table below.

Months before scheduled launch date when postponement occurs	Postponement fee, percent of standard flight price	
	Dedicated flights	Shared flights
More than 33	0	0
18 or more but less than or equal to 33		
—1st postponement	0	0
—2nd and subsequent	5	5
17 or more but less than 18	6	9
16 or more but less than 17	7	13
15 or more but less than 16	8	17
14 or more but less than 15	10	20
13 or more but less than 14	11	24
12 or more but less than 13	12	28
11 or more but less than 12	13	32
10 or more but less than 11	14	36
9 or more but less than 10	15	40
8 or more but less than 9	17	43
7 or more but less than 8	18	47
6 or more but less than 7	19	51
Less than 6	20	55

(c) If at any point, a customer postponement results in a launch date more than 12 months later than the original scheduled launch date, the standard flight price for the customer's payload may be adjusted by NASA to reflect any new standard flight price applicable at the time of the postponed launch, if such new price is higher than the originally contracted price.

(d) The payment schedule for postponed flights will be as defined in § 1214.103(h)(2).

(e) Customers postponing the flight of a payload may also be subject to new

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or additional charges for optional services.

§ 1214.108 Termination.

(a) Customers terminating the launch of a payload will pay a termination fee for standard services to NASA.

(1) The termination fee for dedicated flights will be computed as a percentage of the Shuttle standard flight price and will be based on the table below.

Months before scheduled launch date when termination occurs	Termination fee, percent of Shuttle standard flight price
18 or more	10
17 or more but less than 18	11
16 or more but less than 17	12
15 or more but less than 16	13
14 or more but less than 15	15
13 or more but less than 14	16
12 or more but less than 13	17
11 or more but less than 12	18
10 or more but less than 11	19
9 or more but less than 10	20
8 or more but less than 9	22
7 or more but less than 8	23
6 or more but less than 7	24
Less than 6	25

(2) The termination fee for shared flights will be the sum of all payments previously paid or due for the standard flight price, as defined in § 1214.103(h)(2), at the time of termination.

(b) NASA may establish, in the launch agreement, certain conditions under which the customer may terminate a payload launch with reduced termination fees if NASA delays the launch of the customer's payload for an extended period.

(c) Customers terminating the flight of a payload may also be subject to new or additional charges for optional services.

§ 1214.109 Scheduling.

(a) *Establishment of a launch date.* (1) NASA will assign a tentative launch date for a payload only after NASA's receipt, review and acceptance of a customer-submitted NASA Form 1628 requesting flight assignment and NASA's receipt of the customer's earnest money.

(2) NASA's confirmation of a particular launch date will be at the time a launch services agreement is signed, normally not later than 36 months prior to the desired launch date.

(b) *NASA changes to launch date.* NASA will attempt to maintain the customer's launch date as long as the customer's obligations, as established by NASA, are met. However, NASA may revise the launch date under those circumstances contained in the launch agreement. If practical, NASA launch date changes will be in consultation with the customer; however, NASA reserves the unilateral right to make decisions with regard to launch schedules.

(c) *Payload delivery.* NASA, in consultation with the customer, will establish a date for payload delivery to the launch site.

(d) *Reflight scheduling.* NASA will attempt to schedule a payload reflight at the earliest opportunity, but normally no earlier than 14 months after a determination is made that a customer is entitled to, and in fact requests a reflight.

§ 1214.110 Reflight.

(a) NASA will provide a reflight of a customer's payload under conditions defined in the launch agreement. The standard flight price for reflights will be based on NASA's marginal cost as defined in § 1214.102(f). Reflights only apply to dedicated flights and those shared-flight payloads that can be accommodated on a standard launch as defined in § 1214.117.

(b) Reflights as defined in this § 1214.110 apply only to the same payload involved in the launch that necessitated the reflight, or to an essentially identical payload with essentially identical integration and flight operations requirements.

§ 1214.111 Rendezvous services.

(a) A rendezvous mission involves the rendezvous of the Space Shuttle orbiter with an orbiting spacecraft for one or more of the following purposes:

(1) Retrieval and return to Earth of the orbiting spacecraft (or part thereof), including a spacecraft deployed earlier on the same Space Shuttle flight.

(2) Exchange of a spacecraft (or part thereof) delivered to orbit on a particular Space Shuttle mission for an already orbiting spacecraft (or part

thereof) and return of already orbiting spacecraft to Earth.

(3) Revisit of an orbiting spacecraft for purposes such as resupply, repair, reboost or inspection.

(b) Mission operational requirements and associated optional service charges and conditions for both dedicated and shared flight rendezvous services will be negotiated on a case-by-case basis.

§ 1214.112 Patent, data and information matters.

(a) *Patent and data rights.* NASA will not acquire rights to inventions, patents or proprietary data which may be used in, or arise from, activities for which a customer has reimbursed NASA under the policies set forth herein. However, in certain instances in which the NASA Administrator has determined that activities may have a significant impact on the public health, safety or welfare, NASA may obtain assurances from the customer that the results will be made available to the public on terms and conditions reasonable under the circumstances.

(b) *Information.* All customers will be required to furnish NASA with sufficient information to ensure Shuttle safety and NASA's and the U.S. Government's continued compliance with law, published policy and the U.S. Government's obligations.

§ 1214.113 Allocation of risk.

The U.S. Government will assume no risk for damages to the customer resulting from certain activities conducted under the launch agreement or to third parties resulting from launch related activities or on-orbit operations. The customer will be required to agree to be bound by a cross-waiver of liability among the customer, other customers, related entities and NASA for all activities under the launch agreement. The customer will also be required to purchase third-party liability insurance covering launch and on-orbit operations in an amount deemed appropriate by NASA.

§ 1214.114 Provision of services.

NASA will provide, solely at its discretion, services to the extent consistent with U.S. obligations, law, policy and capability.